**LAW SOCIETY COMMUNITY MEDIATION SERVICES**

**REQUEST FOR MEDIATION**

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| **PLEASE READ BEFORE COMPLETING THE INFORMATION BELOW** |
| 1. This form must be sent by Party 1 (“Applicant”) requesting mediation to all other parties of the proposed mediation.
2. Parties who wish to apply for mediation under the **LAW SOCIETY COMMUNITY MEDIATION SERVICES** (“LSCMS”) must complete this Request for Mediation.
3. This Request for Mediation must be submitted to the Law Society of Singapore along with the Mediation Fee of SGD 50.00 nett.
4. No Request for Mediation will be processed unless all fields are completed and the Mediation Fee is received by the Law Society of Singapore.
5. If this form is not submitted jointly by all parties, the applicant requesting mediation shall send a copy of the Request for Mediation to the other party or parties.
6. Once you have completed this form please email it to adr@lawsoc.org.sg.
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| **PARTIES’ PARTICULARS**  |
| Party 1 (“Applicant”) | Name of Party 1: Ms/Mr/Mrs/Dr/ProfContact No.:Address:Email Address: |
| Party 2 (“Respondent”) | Name of Party 2: Ms/Mr/Mrs/Dr/ProfContact No.:Address:Email Address: |
| Party 3  | Name of Party 3: Ms/Mr/Mrs/Dr/Prof Contact No.:Address:Email Address: |
| Additional Parties (if any) |  |

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| **A SUMMARY OF THE** **DISPUTE** (Please attach additional sheets if the space provided below is insufficient.) |
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| **OUTCOME SOUGHT FROM MEDIATION** |
|  |
| **OUTCOME OF EARLIER NEGOTIATIONS AND OTHER RELEVANT INFORMATION** |
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| **AVAILABLE DATES FOR MEDIATION**Please provide your preferred dates in the next 90 days for the mediation and indicate whether your availability is in the morning (“AM”) or afternoon (“PM”) or both.  |
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| **DECLARATION** |
| 1. I confirm that all the information provided in this form is true and accurate and I consent to the transmission of the information in this form and any supporting documents as-is to the other parties and to the mediators assigned to this case.

2. I have read, understand and agree to abide by all the terms and conditions in the Mediation Agreement. |
| **Applicant’s Name and Signature:**  |  |
| **Date:**  |  |

**LAW SOCIETY COMMUNITY MEDIATION SERVICES**

**MEDIATION AGREEMENT**

**THIS AGREEMENT** is made on the \_\_\_\_\_ *(day)* of \_\_\_\_\_\_\_\_\_\_\_ *(MONTH YEAR)* between:

The “Parties” (each referred to as a “Party”)

|  |  |  |
| --- | --- | --- |
| (1) |  | of |
|  | *(Name) (NRIC No. / FIN No. / Passport No.)* |  |
|  |  |  |
|  | *(Address)* |  |

|  |  |  |
| --- | --- | --- |
| (2) |  | of |
|  | *(Name) (NRIC No. / FIN No. / Passport No.)* |  |
|  |  |  |
|  | *(Address)* |  |

The “Mediators” (each referred to as a “Mediator”)

|  |  |  |
| --- | --- | --- |
| (3) |  | of |
|  | *(Name) (NRIC No. / FIN No. / Passport No.)* |  |
|  |  |  |
|  | *(Address)* |  |

|  |  |  |
| --- | --- | --- |
| (4) |  | of |
|  | *(Name) (NRIC No. / FIN No. / Passport No.)* |  |
|  |  |  |
|  | *(Address)* |  |

**AND**

(5) The Law Society of Singapore located at 28 Maxwell Road, #01-03 Maxwell Chambers Suites, Singapore 069120 (the “Society”),

**WHEREAS**

1. The Society has established the Law Society Community Mediation Services (“LSCMS”) to support the resolution of community disputes through mediation.
2. The Parties wish to attempt to resolve their dispute(s) by mediation under LSCMS.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. **Mediators’ Confirmation of Neutrality**

1.1 The Mediator(s) agree to abide by the LSMS Code of Conduct for Mediators and to use their best efforts to assist the Parties in resolving their dispute.

1.2 The Mediator(s) confirm that they have not had any communication with either of the Parties prior to the mediation in relation to the matters set out for the mediation.

1.3 The Mediator(s) declare that, to the best of their knowledge, they do not have any conflicts of interest or any biases which may affect their neutrality during the mediation.

1. **Confidentiality**

2.1 All persons present at the mediation will keep confidential:

1. any views expressed, suggestions or proposals for settlement made by any Party or any Mediator during the mediation;
2. the fact that a Party had or had not been willing to accept a proposal for settlement made during the mediation; and
3. all information (whether oral or in writing) produced for or arising in relation to the mediation, including any settlement agreement, except as is necessary to implement and enforce any such settlement agreement.
4. **Without Prejudice**

3.1 All communications made for the mediation, including the information provided before and during the mediation, are made on a strictly “without prejudice” basis and shall not be used in any other proceedings.

1. **Exclusion of Liability and Indemnity**

4.1 The Mediators will not be liable to any Party for any act or omission by the Mediators in the performance of their obligations unless the act or omission is fraudulent or involves wilful misconduct.

4.2 The Society, including all their directors, officers, and employees, shall not be held liable by the Parties for any act or omission in connection to the services provided by the Society or the Mediators for the mediation.

1. **Fees**

5.1 In consideration of all the services received by them under the LSCMS, the Parties shall pay the fees as set out in the Request for Mediation form. No fees shall be payable by any Party directly to the Mediators.

1. **Law**

6.1 This Agreement shall be governed by the laws of Singapore and construed in accordance with the laws of Singapore and the Parties submit to the exclusive jurisdiction of the Singapore courts.

**SIGNED BY:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Name of Party:NRIC / FIN: |  | Name of Party:NRIC / FIN: |
|  |  |  |
| Name of Mediator:NRIC / FIN: |  | Name of Mediator:NRIC / FIN: |
|  |  |  |
| For and on behalf of**The Law Society of Singapore**Name:NRIC:Designation: |  |  |